

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CYNOSURE, LLC, et al.;

Plaintiffs,

v.

REVEAL LASERS LLC, et al.;

Defendants.

Civil Action No. 1:22-CV-11176-PBS

[PLAINTIFFS' PROPOSED] VERDICT FORM

We, the jury, unanimously return the following verdict:

Breach of Contract

Question 1: Did any of the following defendants breach their contractual obligations to Cynosure, LLC and/or Lotus Parent, Inc. (referred to together as “Cynosure”)?

Answering “Yes” below indicates a finding for Cynosure.

Answering “No” below indicates a finding for the defendant.

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

Question 2: Did any of the following defendants breach the covenant of good faith and fair dealing in their contracts with Cynosure?

Answering “Yes” below indicates a finding for Cynosure.

Answering “No” below indicates a finding for the defendant.

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

If you answered “Yes” as to any defendant(s) on Questions 1 and/or 2, continue to Question 3. If you answered “No” as to all defendants on Questions 1 and 2, skip to Question 8.

Question 3: What sum of money would fairly and reasonably compensate Cynosure for the harm caused by the breach(es) of contract and/or of the covenant of good faith and fair dealing?

Please write in the amount in the space below.

\$ _____

Question 4: If you found that Robert Daley breached the Lotus Parent, Inc. Employee Stock Option Agreement, was that breach willful or wanton?

YES _____ NO _____

If you answered “Yes” to Question 4, continue to Question 5. If you answered “No” to Questions 4, skip to Question 6.

Question 5: What amount of money do you award as punitive damages against Robert Daley for his breach of the Lotus Parent, Inc. Employee Stock Option Agreement?

Please write in the amount in the space below.

\$ _____

Question 6: If you found that Christopher Chambers breached the Lotus Parent, Inc. Employee Stock Option Agreement, was that breach willful or wanton?

YES _____ NO _____

If you answered “Yes” to Question 6, continue to Question 7. If you answered “No” to Question 6, skip to Question 8.

Question 7: What amount of money do you award as punitive damages against Christopher Chambers for his breach of the Lotus Parent, Inc. Employee Stock Option Agreement?

Please write in the amount in the space below.

\$ _____

Tortious Interference with Contractual Relations (Former Cynosure Employees)

Question 8: Did any of the following defendants tortiously interfere with Cynosure's contractual relationships with any or all of the Former Employees—that is, Robert Daley, Christopher Chambers, Cory Murrell, Brogan Bair-Chambers, Joshua Smith, Michael Russo, Kyle Shapero, Jason Kalso, David Krueger, Dean Fiacco, Robert Fiacco, Daniel Demarco, Tara (Bushman) Kosofsky, Jason Steinhorn, Colby Cameron, Matthew Malone, Kristopher Stennick, Victoria Bailey, Robert Smith, Mark Sargent, Savannah Padron, Nate Dahlstrom, Matthew Calabrese, Chase Tolusic, Anna Bergslien, Kalee Gibbons, Katherine Phillips, and/or Jesse Morgan?

Answering "Yes" below indicates a finding for Cynosure.

Answering "No" below indicates a finding for the defendant.

As to Reveal Lasers LLC and
Reveal Lasers Ltd. (referred to
together as "Reveal Lasers"): YES _____ NO _____
As to Robert Daley: YES _____ NO _____
As to Christopher Chambers: YES _____ NO _____

If you answered "Yes" as to any defendant on Question 8, continue to Question 9. If you answered "No" as to all defendants on Question 8, skip to Question 10.

Question 9: What sum of money would fairly and reasonably compensate Cynosure for the harm caused by the tortious interference with its contractual relationships?

Please write in the amount in the space below.

\$ _____

Breach of the Duty of Loyalty

Question 10: Did any of the following defendants breach their duty of loyalty owed to Cynosure?

Answering "Yes" below indicates a finding for Cynosure.

Answering "No" below indicates a finding for the defendant.

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

If you answered "Yes" as to any defendant on Question 10, continue to Question 11. If you answered "No" as to all defendants on Question 10, skip to Question 13.

Question 11: Did Reveal Lasers aid and abet the breach(es) of the duty of loyalty?

YES _____ NO _____

Question 12: What sum of money would fairly and reasonably compensate Cynosure for the harm caused by the breach(es) of the duty of loyalty?

Please write in the amount in the space below.

\$ _____

Trade Secret Misappropriation

Question 13: Did any of the following defendants misappropriate Cynosure's trade secrets?

Answering "Yes" below indicates a finding for Cynosure.

Answering "No" below indicates a finding for the defendant.

As to Reveal Lasers: YES _____ NO _____

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

If you answered "Yes" as to any defendant on Question 13, continue to Question 14. If you answered "No" as to all defendants on Question 13, skip to Question 18.

Question 14: Were the Cynosure trade secrets that were misappropriated used or intended to be used in interstate and/or foreign commerce?

YES _____ NO _____

Question 15: Did Reveal Lasers knowingly benefit from the trade secrets that were misappropriated by Robert Daley and/or Christopher Chambers?

YES _____ NO _____

Question 16: Was the misappropriation of Cynosure's trade secrets willful and malicious?

YES _____ NO _____

Question 17: What sum of money would fairly and reasonably compensate Cynosure for the harm caused by the misappropriation of its trade secrets?

Please write in the amount in the space below.

\$ _____

Tortious Interference with Contractual or Business Relations (SinoPharm)

Question 18: Did any of the following defendants tortiously interfere with Cynosure's contractual relationship with SinoPharm?

Answering "Yes" below indicates a finding for Cynosure.

Answering "No" below indicates a finding for the defendant.

As to Reveal Lasers: YES _____ NO _____

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

Question 19: Did any of the following defendants tortiously interfere with Cynosure's business relationship with SinoPharm?

Answering "Yes" below indicates a finding for Cynosure.

Answering "No" below indicates a finding for the defendant.

As to Reveal Lasers: YES _____ NO _____

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

If you answered "Yes" as to any defendant on Questions 18 and/or 19, continue to Question 20. If you answered "No" as to all defendants on Questions 18 and 19, skip to Question 21.

Question 20: What sum of money would fairly and reasonably compensate Cynosure for the harm caused by the tortious interference with its relationship with SinoPharm?

Please write in the amount in the space below.

\$ _____

Unfair and Deceptive Trade Practices

Question 21: Did any of the following defendants engage in unfair or deceptive trade practices?

Answering "Yes" below indicates a finding for Cynosure.

Answering "No" below indicates a finding for the defendant.

As to Reveal Lasers: YES _____ NO _____

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

If you answered "Yes" as to any defendant on Question 21, continue to Question 22. If you answered "No" as to all defendants on Question 21, skip to Question 24.

Question 22: Were the unfair or deceptive trade practices done willfully or knowingly?

YES _____ NO _____

Question 23: What sum of money would fairly and reasonably compensate Cynosure for the harm caused by the unfair or deceptive trade practices?

Please write in the amount in the space below.

\$ _____

Conspiracy

Question 24: Did any of the following defendants engage in a conspiracy to (1) tortiously interfere with Cynosure's contractual relationships with one or more of the Former Employees; (2) breach a duty of loyalty owed to Cynosure; (3) misappropriate one or more of Cynosure's trade secrets; (4) tortiously interfere with Cynosure's contractual or business relationship with SinoPharm; and/or (5) engage in deceptive or unfair trade practices?

Answering "Yes" below indicates a finding for Cynosure.

Answering "No" below indicates a finding for the defendant.

As to Reveal Lasers: YES _____ NO _____

As to Robert Daley: YES _____ NO _____

As to Christopher Chambers: YES _____ NO _____

Your verdict is complete. Stop and sign the verdict form at the end.

Foreperson Name (Please Print):

Foreperson Signature:

Date Jury Reached Verdict:

Dated: May 14, 2024

Respectfully Submitted,

CYNOSURE, LLC
LOTUS PARENT, INC.
By their attorneys,

/s/ Dipanwita Deb Amar
Dipanwita Deb Amar
Joseph Farris
Matthew Diton
dipanwita.amar@arnoldporter.com
joseph.farris@arnoldporter.com
matthew.diton@arnoldporter.com
Admitted Pro Hac Vice

Joshua S. Barlow (SBN: 667472)
Fred A. Kelly Jr. (SBN: 544046)
ARNOLD & PORTER KAYE SCHOLER
200 Clarendon Street, 53rd Floor
Boston, MA 02116
Joshua.barlow@arnoldporter.com
Fred.kelly@arnoldporter.com
T: +1 617.351.8050
F: +1 627.226.9199

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the CM/ECF system will be sent electronically to the registered participants as identified on the NEF on May 14, 2024.

ARNOLD & PORTER KAYE SCHOLER LLP

By: */s/ Dipanwita Deb Amar*
DIPANWITA DEB AMAR
Attorneys for Plaintiffs CYNOSURE, LLC and
LOTUS PARENT, INC.